

LOWER PAXTON TOWNSHIP
BOARD OF SUPERVISORS

Minutes of Board Meeting held April 3, 2007

A business meeting of the Board of Supervisors of Lower Paxton Township was called to order at 7:37 p.m. by Chairman William B. Hawk on the above date in the Lower Paxton Township Municipal Center, 425 Prince Street, Harrisburg, Pennsylvania.

Supervisors present in addition to Mr. Hawk were: William C. Seeds, Sr., William L. Hornung, Gary A. Crissman, and David B. Blain.

Also in attendance were George Wolfe, Township Manager; and Steve Stine, Township Solicitor.

Pledge of Allegiance

Mr. Crissman led in the recitation of the Pledge of Allegiance.

Approval of Minutes

Mr. Crissman made motion to approve the minutes of the January 22, 2007, March 6, 2007, and March 20, 2007 business meetings. Mr. Blain seconded the motion, and a unanimous vote followed.

Public Comment

Mr. William Steven Johnson, 6705 Conway Road, explained that he was a member of the Hodges Heights Community and wished to present a petition signed by 59 members of that community requiring Lower Paxton Township to relocate or close their yard waste composting site on Conway Road. The following is the text of the petition:

Reason: The residents of Hodges Heights Community have been severely affected since the Yard Waste Composting Site has opened. The Lower Paxton Township has failed to operate the Yard Waste Composting Site within the guidelines set forth by the Department of Environmental Protection. The residents adjacent to the Yard Waste Composting site routinely suffer from noise, vibrations within their homes, (caused by large trucks and front-end loaders), dust, insects from standing water and operations with 300 feet of their properties. Debris on the roadway and tire tracks through lawns have also been reported throughout the neighborhood.

Almost every morning by 7:00 a.m., the noise and vibrations from the trucks usually awaken the residents adjacent to the Yard Waste Composting site. A number of residents (including our retire residents) try to lessen the noise by turning up radios and televisions, and are forced to spend time in the more insulated areas of their homes to minimize the impact of the noise.

Mr. Johnson noted that the Township has the ultimate responsibility for maintaining the public health safety of all its residents, and he requested that the Township act on the Hodges Heights Community's concerns quickly. He noted that the Township's website explains that local government is an important factor in maintaining a suitable quality of life within a community. He noted that when the Township held the public meetings, prior to opening the compost facility, the residents inquired about noise, dust, insects and other possible factors that would have a negative impact on the community. He explained that the residents were told that the Township had strict guidelines set forth by the Department of Environmental Protection (DEP) and they would have to be followed. He noted that the guidelines have been ignored. He noted that standing water, dust, noise and other violations have been an ongoing issue.

Mr. Johnson noted that some of the DEP guidelines are that the compost site shall be constructed in a well-drained area with a workable surface with a slope of 2% to 4% to prevent ponding and surface water. He noted that one of the reasons for this is to eliminate the breeding of mosquitoes that can cause West Nile Virus. He noted that he has pictures of puddles that remain for months, and one is directly behind his home. He noted that one of his children has the symptoms of the West Nile virus and was treated with antibiotics. He noted that he and his wife choose not to test him for the West Nile Virus as that would have required a spinal tap test, therefore a diagnosis was not made.

Mr. Johnson noted that additional DEP guidelines include, under the nuisance control, that the operator shall not permit traction, harborage or breeding of vectors. He noted that they shall not permit conditions that are harmful to the environment or public health. He noted that they shall not permit conditions that create odors, noise or other public nuisances. He noted that

the operator shall establish an adequate frequency for inspecting the facility to detect hot spots, dust or liter accumulations, surface water accumulations, etc. He noted that the operator shall take prompt and necessary corrective actions, and that the operator is to implement dust control measures, and describe the source of supplemental water that would be used to maintain optimal 40% to 60% moisture content of compost piles. He reported that there were two to three fires at the compost site this evening.

Mr. Johnson noted that when the site was originally opened, it was pitched as a site for Township residents only. He noted that trucks from other Townships are constantly accessing the area. He explained that Gannet Fleming recently completed a study of the site, and he noted that they recommended that the Township find a more suitable site. He noted that the information is available on DEP's website. He noted that the executive summary of the report states that the existing compost site located on Conway Road is not preferable as a long-term permitted composting facility due to a large number of deficiencies identified in the report. It states that the proximity, approaching residential receptors, and the limited suitable area for compost site operations are additional deficiencies listed in the report. He noted that there are limitations to the existing Conway Road site, and the study recommended the relocation of the compost site to a more favorable location.

Mr. Johnson noted that the neighborhood is in favor of recycling natural resources, but not in their neighborhood, and he would like to know how the Township plans to mitigate the noise and other problems.. He questioned why the grinder operations were move away from the new homes in Kendale Oaks and moved closer to the existing homes in the Hodges Heights area. He noted that an immediate nuisance control plan is needed, and copies of the petition were forwarded to Representative Ron Marsico and DEP. He explained that he requested DEP to move from a permit by route to a site specific permit, until the conditions are rectified.

Mr. Johnson provided Mr. Hawk with the petition and signatures, and stated that he could provide pictures to him if he so desired.

Mr. Seeds noted that Mr. Johnson attended a prior meeting requesting that the trucks not use the road to the west side of the facility. Mr. Johnson noted that the site was to be closed in the winter months, but with the exception of a week at Christmas and snow storm events, the trucks worked there everyday. He noted that the trucks continue to rotate the materials throughout the winter. He noted that the noise, dust, and hours of operations were other concerns made previously to the Board members.

Mr. Seeds noted that the trucks were not permitted to start operations before 7 a.m., and that today was the first day that the facility was open to the public. Mr. Johnson noted that there is no natural sound barrier for the homes. Mr. Johnson noted that the compost mounds are not to be more than eight feet high, and operations are not allowed closer than 300-feet of a residence.

Mr. Hawk noted that he made notes to address regarding Mr. Johnson's presentation.

Mr. Hornung questioned Mr. Wolfe if he could reply to the comments. Mr. Wolfe noted that Board members were provided with the DEP study at a recent workshop meeting, and Mr. Robbins explained what he was doing at the compost facility. He noted that he would prepare a written response for the Hodges Heights Community, and have the Board members review it, prior to issuing it.

Marjorie Phillips, 6626 Jordan Drive, noted that, coming from Fairfax Drive, there is a sign that states "Watch Children". She noted that it is located near the entrance to the playground entrance, and with the amount of truck traffic on Conway Road, there should be speed bumps installed to slow the traffic in the area of the playground. She noted that there are no sidewalks to protect the children from the truck and vehicle traffic. She requested that something be done. She noted that the area of Fairfax Drive is very unsafe due to the over-vertical curve in the road. She suggested that the area is an accident waiting to happen.

Mr. Hawk noted that Mr. Robbins would be making a recommendation to the Board members regarding the results of the Gannet Fleming Study.

Mr. Curtis Smith wanted to comment that Mr. & Mrs. Johnson are very dedicated people, and experienced a terrible loss with the drowning of their two sons in their swimming pool. He noted that they remained in their home, and he stated that they could have easily moved from the area. He noted that the noise level from his house is loud, and he lives two streets over from the Johnson's and can't imagine how loud it must be for them. He explained that he is a trucker, and the back-up noise from the trucks is very annoying, especially when people are trying to sleep.

Ms. Venesta Young, 6713 Conway Road, noted that the back of her house abuts the compost area. She noted that she leaves for work before 7 a.m. every morning, and at that time, the operators are warming up the equipment before 7 a.m. and the noise from warming up the trucks is very loud for the residents in the area.

Chairman & Board Members' Comments

Mr. Hawk noted that the Township has received a letter from the Arbor Day Foundation appointing the Township a "Tree City" for the year 2006. .

Promotion of Police Officer

Mr. Hawk explained that Officer Timothy Hicks was promoted to the rank of Corporal to fill a vacancy created by the retirement of Corporal Richard Smith.

Chief Bair explained that Corporal Hicks graduated from the Indiana University of Pennsylvania in 1996, with a bachelor's degree in Criminology. He noted that Corporal Hicks was hired by Lower Paxton Township in 1998 and is assigned to the Patrol Services Division. He stated that he is a member of the Dauphin County Crisis Response Team, Department Bicycle Patrol Unit, and serves as a Field Training Officer for the Department's newly hired police officers.

Chief Bair noted that Officer Hicks and his wife Christy reside in the Township, and are the proud parents of three sons, ages five, four, and seven months

Chief Bair invited the members of the Board to present Corporal Hicks his plaque and badge. Mr. Hawk congratulated Corporal Hicks on his promotion on behalf of the Township and the Board members.

Mr. Hornung noted that he is always impressed at the number of officers who attend the promotion ceremonies. He noted that it shows a great example of teamwork, and is a tribute to the police department.

Mr. Seeds congratulated Corporal Hicks and he thanked Corporal Richard Smith for his many years of dedicated service to the Township.

Manager's Report

Mr. Wolfe noted that a Greenway Planning Committee Public Hearing was occurring in the multipurpose room adjacent to this room at this time. He explained that this is the last public meeting that will be held, and that the Committee, in conjunction with the consultant, will develop a draft, over the next few months, to be presented to the Board of Supervisors for their review.

Mr. Wolfe explained that United Water PA has notified the Township that it will be flushing fire hydrants in the Township from April 2nd through mid June. He noted that this is done to remove harmless material that collects in the water mains, as well as assuring water quality. In addition, flushing also ensures that fire hydrants are working properly and available for emergency purposes. He noted that some customers may experience low water pressure or discolored water, and United Water PA recommends that the water should be clear before using it to wash or drink.

Mr. Wolfe noted that the Easter Egg-Stravaganza will be held on Saturday, April 7, 2007 at Brightbill Park at 1:00 p.m. He explained that there will be Easter Egg Hunts for various age groups, age two to ten. He noted that this event usually attracts a very large crowd.

Mr. Wolfe noted that the most recent edition of The Township's Newsletter will be delivered to residents this week. He wanted to note a particular article that appears on page four, concerning the budget for the Friendship Center. He noted that the Board members requested that this article be published to clarify the source of revenues for the Friendship Center. He noted that the Friendship Center is not funded by tax dollars, but rather, it is funded from revenues received from membership and programs. He noted that the Township makes a yearly contribution of \$100,000 to lease office space for the Parks and Recreation Department at the Friendship Center. He noted that the overall budget for the Friendship Center is over \$2 million and it is financially self-sufficient.

Mr. Wolfe explained that the Township Authority for sanitary services is funded through the revenues received from the quarterly sewer rental fees.

OLD BUSINESS

Appointment to the Recycling Committee

Mr. Hawk made a motion to reappoint LuAnn Bird and Robert Reitzel, Sr., for a two-year term to the Recycling Committee. Mr. Blain seconded the motion, and a unanimous voice vote followed.

Action on bids for lease of a cell tower site at the Public Works/Sewer Department site

Mr. Wolfe explained that he included, in the Board members packets, a detail memorandum analyzing the two bids submitted to the Township that were opened during a bid meeting held March 29, 2007. He noted that a bid was received from Tower Company, LLC. with a monthly lease amount of \$1,050, and the second bid was submitted by American Tower with a monthly lease of \$700. He noted that both bids were reviewed by staff, and the American

Tower bid was found to be complete as submitted. However, the bid submitted by Tower Company, LLC. has been determined to be incomplete.

Mr. Wolfe noted that the bid submitted by Tower Company, LLC., in accordance with the numbers provided on the bid form, showed a monthly lease payment of \$1,050 over 60 months, with a proposal for five renewals of the five-year term. He noted that the total bid over a 30-year period amounted to \$551,485.51. He noted that Tower Company, LLC., submitted their bid with one exception. He noted that the Township's bid specifications required that the bidder pay to the Township, in addition to the lease amount, 20% of the total rent the company receives from any co-location on the tower. He noted that their bid stated that they were exempting out the first co-location, and only providing payment for the second co-location on the tower. He noted that this is contrary to the Township's bid specifications. He noted that the bidder stated that they don't operate cellular phone facilities; they only build towers and lease space to others. He noted that it appears that they assumed that they would be provided one free location on the tower, and all other locations on the tower are co-locations. He noted that they did not properly respond to the format of the bid, failed to include the entire bid document as required by the specifications, and there was little documentation to provide compliance with the Township's specifications that were included in the bid documents.

Mr. Wolfe noted that the second bid received was from American Towers, Inc., and they indicated a monthly lease of \$700 on a lease term of five years with five renewals. He noted that the escalator clause, to include the five renewals, brought the total lease amount to \$399,635.36. He noted that American Tower did respond properly to the bid documents. He explained that they do not operate cellular telephone facilities, but do lease to companies that provide this service. He noted that American Tower stated that it would provide 25% of the sub-lease amount of the first lease to a cellular telephone company and any subsequent leases after that. He noted that they indicated that they expect two co-locations on the tower, and estimate the amount from

this to generate an additional \$540 a month for a total of \$1,240 a month. He noted that, over a 30-year term, to include the escalator clause, the total lease amount would be \$707,924.06. He noted that American Towers bid was complete in all respect, but noted two exceptions to the sample contract that was listed within the bid specifications. He noted that the bid document was only a sample, and it is expected to find exceptions listed.

Mr. Wolfe noted that based on the information provided by both bidders, American Tower stated that it expects two co-locations on its tower, and Tower Company, LLC., also expect two co-locations, exempting the lease for the first co-location. Mr. Wolfe noted that this would amount to a total lease amount for a 30-year period from American Tower in the amount of \$553,779.71, as compared to Tower Company, LLC's. amount of \$551,485.51. He noted that these totals are based on the information found in the bid documents to include two co-locations for each company.

Mr. Wolfe noted that it is staff's recommendation that the bid provided by American Tower is complete and acceptable for action in the amount of \$399,635.36. He noted that American Tower's lease amount with one co-locator would then pay, over the life of the lease, \$553,779.71, and with two co-locations, it would amount to \$707,924.06. He noted that this did not preclude the possibility of additional co-locators on the tower in the future.

Mr. Wolfe explained that American Tower proposes to build a 150-foot tower directly behind the salt storage facility at the Public Works/Sewer Operations Facility.

Mr. Seeds questioned if the other previously rejected proposals called for a shorter tower. Mr. Wolfe noted that those towers were proposed at 125-foot. Mr. Seeds questioned if the 150-foot tower would be in violation of the Township's ordinance for setbacks. Mr. Wolfe answered that American Tower state, in their bid documents, that they can meet all Township's setback requirements. Mr. Wolfe noted that American Tower is asking for a 60-foot by 60-foot lease area, but would prefer a 100-foot by 100-foot area.

Mr. Seeds questioned if American Tower would carry the necessary liability insurance that would be required. Mr. Wolfe answered that they would need to provide this as part of the lease agreement. Mr. Seeds questioned Mr. Wolfe if he had a problem with the amount of ground area requested for the lease. Mr. Wolfe answered that he did not. He suggested that the two bids are within \$2,300 for the 30-year lease amount. Mr. Seeds noted that the Township would realize increased funds for each co-locator added to the tower.

Mr. Hornung questioned what American Tower's business history was. Mr. Wolfe answered that in the bid documents, American Tower states that they operate 22,000 sites in the United States, Mexico, and Brazil. He noted that they are headquartered in Boston, Massachusetts, and have master agreements to provide sites for Verizon, Cingular, Sprint, Nextel, and numerous other companies. He noted that they also provide agreements for XM Radio and Cirrus.

Mr. Crissman questioned if the tower fell, would it fall on a playing field. Mr. Wolfe noted that it could fall on a Township building, but after measuring the drawings, it was found that the closest outfield is 420-feet from the tower location, and if the tower fell, there would be a 460-foot setback requirement from a residential structure. He noted that this is more than double the height of the tower.

Mr. Crissman questioned if all work on the tower would be scheduled with the Township in order to ensure that there would be no one using the playing fields. Mr. Wolfe noted that this was not part of the specifications, and they require unimpeded access to the tower. He noted that they would need to be able to provide immediate access to the tower to make repairs to an antenna. Mr. Crissman suggested that he was more concerned with the actual repair work to the tower, since he has previous experience, when a tower was being replaced at a local high school, fell and killed a student. Mr. Wolfe suggested if the tower was to be repaired, then the playing field would need to be shutdown.

Mr. Seeds questioned if the area is gated in the evening hours. Mr. Blain noted that the police vehicles and emergency apparatus need access to fuel their vehicles. Mr. Wolfe noted that the cell tower area would be secured and landscape, as per the Township ordinance.

Mr. Crissman moved to approve the lease of a cell tower site to American Towers in the amount of \$399,635.36. Mr. Blain seconded the motion. Mr. Hawk called for a roll call vote: Mr. Blain, aye; Mr. Crissman, aye; Mr. Hornung, aye; Mr. Seeds, aye; and Mr. Hawk, aye.

NEW BUSINESS

Request from Kevin Ricker to extend and reduce the financial security provided in accordance with the Consent Agreement for certain items associated with Old Iron Estates

Mr. Wolfe noted that one year ago, the Board of Supervisors entered into a consent agreement with Kevin Ricker in regards to certain improvements that needed to occur within the Old Iron Estates subdivision. He explained that the consent agreement was backed by Mr. Ricker with a \$200,000 Letter of Credit to guarantee Mr. Ricker's performance in regard to the specific improvements detailed in the consent agreement. He noted that the consent agreement has expired, and Mr. Ricker has yet to complete all of the required improvements. He noted that the specific issue at this time is the intersection of Deere Lane and Red Top Road and a suspected sight distance problem at that location. Mr. Wolfe noted that the letter of credit expires tomorrow, and as a result, he has requested that the Board of Supervisors extend his letter of credit for an additional nine months, and reduce the amount from \$200,000 to \$100,000. He noted that Mr. Ricker's letter of request is included in the Board members packet of information, as well as a copy of the letter of credit.

Mr. Wolfe noted if the Board accepts Mr. Ricker's proposal, then he would have to provide the Township with a new standby letter of credit tomorrow. He noted if the Board decides not to act on Mr. Ricker's request, then staff would need to act upon the \$200,000 letter of credit tomorrow. Mr. Wolfe noted that this matter requires Board action this evening.

Mr. Crissman made a motion to deny the request from Mr. Kevin Ricker to extend and reduce the financial security provided in accordance to the consent agreement for Old Iron Estates. Mr. Seeds seconded the motion.

Mr. Stine noted, on the sixth paragraph of the Letter of Agreement, it states “that the expiration date of the standby letter of credit shall be automatically extended without recommendation for an additional one-year period beginning with the expiration date, and upon each anniversary of each subsequent, unless at least 30-days prior to such expiration date, or each anniversary of such date, the bank sends notification to the Township, in writing, by overnight courier, that it elects not to extend the standby letter of credit.” Mr. Blain noted that the Township could let the letter renew on its own. Mr. Stine noted that that is true unless the bank would inform the Township that they would not extend the letter of credit.

Mr. Blain questioned if the Township could request the bank to move the expiration date forward by six months. Mr. Stine answered that he did not think the bank would do that on its own. Mr. Wolfe suggested that the Township could act on the bond at any time, since in the Township’s opinion; Mr. Ricker is in default of the agreement. Mr. Crissman noted that it states, at the top of the letter, that it is an irrevocable letter of credit.

Mr. Blain noted that the Township could act on Mr. Ricker’s request to reduce the letter of credit. Mr. Stine noted that the letter of credit automatically renews itself for an additional one-year period.

Mr. Seeds noted that the motion made by Mr. Crissman is to deny his request to reduce and extend the letter of credit. Mr. Stine noted that that is correct.

Mr. Hawk called for a roll call vote: Mr. Blain, aye; Mr. Crissman, aye; Mr. Hornung, aye; Mr. Seeds, aye; and Mr. Hawk, aye.

Resolution 2007-18; Planning Module for Sheetz Convenience Store

Mr. Wolfe noted that this resolution is presented by the Sheetz Convenience Store for a sewer planning module that would amend the Act 537 Plan to provide for additional capacity at the intersection of Blue Ribbon Avenue and Allentown Boulevard.

Mr. Crissman made a motion to approve Resolution 2007-18, the planning module for Sheetz Convenience Store, as presented by Mr. Wolfe. Mr. Blain seconded motion, and the Supervisors were polled as follows: Mr. Blain, aye; Mr. Crissman, aye; Mr. Hornung, aye; Mr. Seeds, aye; and Mr. Hawk, aye.

Agreement to share costs with Dauphin County, and the Central Dauphin School District to pay for an audit of the Tax Collector for 2006.

Mr. Hawk noted that the Dauphin County Commissioners has secured auditors to audit the Tax Collector for Lower Paxton Township for the budget year 2006 due to the death of the Tax Collector, Patsy Donmoyer. Mr. Hawk noted that the fee to perform the audit is \$18,000 and it would be split between Dauphin County, Central Dauphin School District, and Lower Paxton Township.

Mr. Blain explained that he wanted to clarify that this audit is for the property tax collector, and not the earned income tax collector. Mr. Seeds noted that it would be a normal practice to audit the books after a tax collector died.

Mr. Hawk suggested that the Township's cost to participate in the audit is approximately \$2,000.00.

Mr. Crissman made a motion to join Dauphin County and the Central Dauphin School District in the audit for the Lower Paxton Township Tax Collector. Mr. Seeds seconded the motion. Mr. Hawk called for a voice vote; Mr. Blain, nay; Mr. Crissman, aye; Mr. Hornung, nay; Mr. Seeds, aye; and Mr. Hawk, aye.

Mr. Hornung noted that he did not believe that the Township should participate in a process that did not go to a request for proposal (RFP). He noted that he did not believe that the Township and the other two entities are getting a good deal for their money. Mr. Blain noted that an independent bid process would have provided a much lower cost for the audit.

Mr. Crissman noted that he concurred with both Mr. Hornung and Mr. Blain that the Township did not have a voice in this, and that an RFP should have been prepared and acted upon. He noted that he only voted for it since he knew that the process needed to be completed as soon as possible, and it would be cheaper for the Township to join in the audit with the other two entities, then to fund its own audit. Mr. Seeds noted that he agreed with Mr. Crissman. He noted if the Township was to pay for its own audit, it would have cost more than \$2,000.00. Mr. Blain agreed that it would cost more, but he disagreed solely on the principle of the matter. Mr. Blain suggested that the audit could have been performed for much less than \$18,000 and the Township was assessed to pay 10% of the audit costs.

Mr. Hawk noted that all the members were in agreement that they did not like being put in this position. Mr. Hornung noted that the Board members must be good stewards of the Township's money, and that he was upset that Dauphin County did not follow proper procedures to secure a RFP for the work. He noted that he is upset that Dauphin County and the Central Dauphin School District did not attempt to find the less expensive means to complete the process for the audit. He noted that he was upset that the Township was forced to participate in a process that it would not practice, especially since it is up to the Board members to spend money in the most efficient manner.

Mr. Hawk explained that when the initial request was made to the Township, they requested a competitive bid, and this request was denied by the Dauphin County Commissioners. Mr. Crissman noted that the Township sent a letter to Dauphin County registering their displeasure with the process.

IMPROVEMENT GUARANTEES

The Townes at Forest Hills

Change from a Letter of Credit to a bond with Insko Insurance Service, Inc. in the amount of \$124,209.25 with an expiration date of March 1, 2008.

Patton Place

An extension and increase in a Letter of credit with Integrity Bank in the amount of \$82,854.75 with an expiration date of May 15, 2008.

Members 1st Federal Credit Union

An extension and increase in a letter of credit with Mid-Atlantic Corporate Federal Credit Union in the amount of \$207,350.00 with an expiration date of May 14, 2008.

Mr. Seeds made a motion to approve the three listed improvement guarantees. Mr. Crissman seconded the motion, and a unanimous vote followed.

Payment of Bills

Mr. Seeds made a motion to pay the bills of Lower Paxton Township and Lower Paxton Township Authority. Mr. Crissman seconded the motion, and a unanimous vote followed.

Adjournment

There being no further business, Mr. Crissman made a motion to adjourn the meeting. Mr. Blain seconded the motion, and the meeting adjourned at 8:45 p.m.

Respectfully submitted,

Maureen Heberle

Approved by,

Gary A. Crissman
Township Secretary